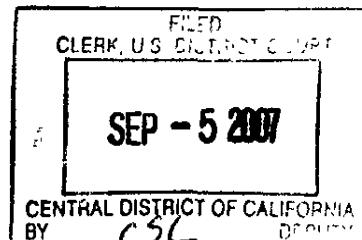


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and Bird & Associates



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9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 REACH & ASSOCIATES, PA, et al  
13 Plaintiffs,  
14 FAYTON DENCER, et al,  
15 Defendants.

Case No. 02-6127 DSF (VBKx)

STIPULATION FOR  
DISMISSEALS PURSUANT TO  
SETTLEMENT; ORDER  
THEREON

16 WHEREAS, the parties (with the exception of R&T Industries) executed  
17 a Settlement Agreement dated June 7, 2005 in this action; and,

18 WHEREAS, on June 21, 2005, the parties (except R&T Industries, Inc.,  
19 which was never represented by counsel or otherwise appeared in the action)  
20 executed a stipulation for Plaintiffs to Withdraw paragraphs 28-31E of the First  
21 Amended Complaint and to Dismiss Counts IV-VII of the First Amended  
22 Complaint with Prejudice, and the Court entered an order on June 22, 2005  
23

24 STIPULATION PURSUANT TO SETTLEMENT; CASE NO. CV-02-6127 DSF (VBKx)

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DOCKETED ON CM ATTACHMENT B  
05 SEP. - 7 2007 ORIGINAL

1 (which was docketed on June 24, 2005) withdrawing said paragraphs of the  
2 First Amended Complaint and dismissing said Counts IV-VII with prejudice;  
3 and,

4  
5 WHEREAS, upon payment of a specified sum to Plaintiffs (which has  
6 been paid), Plaintiffs were to file a stipulation to dismiss the remainder of the  
7 First Amended Complaint with prejudice as to all Defendants except R&T  
8 Industries and Defendants were to file a stipulation to dismiss the counterclaim  
9 they filed against Plaintiffs; and,

10  
11 WHEREAS, on August 2, 2005 the Court closed the case prior to the  
12 parties' filing a stipulation to dismiss the remainder of the First Amended  
13 Complaint and counterclaim; and,

14  
15 WHEREAS, the parties desire that the remainder of the First Amended  
16 Complaint be dismissed with prejudice and the counterclaim dismissed with  
17 prejudice as specified by the Settlement Agreement;

18  
19 NOW THEREFORE, pursuant to the Settlement Agreement dated June  
20 7, 2005, Plaintiffs and the respective Defendants, by and through their  
21 respective counsel, hereby stipulate as follows:

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28

STIPULATION PURSUANT TO SETTLEMENT; CASE NO. CV-02-6127 DSF (VKBX)

1. The within action is hereby reopened solely for the purpose of filing this stipulation and the entry of this Order.

2. The remainder of Plaintiffs' First Amended Complaint (i.e. that portion that was not dismissed by the Court's previous June 22, 2005 Order) against defendants F. Tayton Dencer, Imperial Rubber Industries, Inc., Imperial Rubber Development Co., Inc., Imperial Rubber of Indiana, Inc., and Imperial Rubber Holdings, Inc., is dismissed with prejudice; and

3. Counter-Claimant Imperial Rubber Industries, Inc. dismisses its Counterclaim against Reach & Associates, PA, and Bird & Associates, PC, with prejudice.

**4. No costs shall be awarded to any party.**

5. This case is closed.

Dated: June 21, 2007

## LAW OFFICES OF RICHARD P. TOWNE

By: Dawn

Richard P. Towne, Esq.

Attorneys for Reach & Associates, PA  
and Bird & Associates, PC

Dated: June 21, 2007

~~MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.~~

By: David A. French

David A. French, Esq.  
of the Bar of the Commonwealth of Massachusetts

Attorneys for Polymer Global Holdings, Inc.,  
as successor to Imperial Rubber Holdings, Inc.,  
F. Tayton Dencer, Imperial Rubber Industries,  
Inc., Imperial Rubber Development Co., Inc.,

**STIPULATION PURSUANT TO SETTLEMENT; CASE NO. CV-02-6127 DSF (VKBx)**

1       1. The within action is hereby reopened solely for the purpose of  
2       filing this stipulation and the entry of this Order.  
3

4       2. The remainder of Plaintiffs' First Amended Complaint (i.e. that  
5       portion that was not dismissed by the Court's previous June 22, 2005 Order)  
6       against defendants F. Tayton Dencer, Imperial Rubber Industries, Inc., Imperial  
7       Rubber Development Co., Inc., Imperial Rubber of Indiana, Inc., and Imperial  
8       Rubber Holdings, Inc., is dismissed with prejudice; and  
9

10      3. Counter-Claimant Imperial Rubber Industries, Inc. dismisses its  
11     Counterclaim against Reach & Associates, PA, and Bird & Associates, PC,  
12     with prejudice.  
13

14      4. No costs shall be awarded to any party.  
15

16      5. This case is closed.  
17

Dated: June 21, 2007

LAW OFFICES OF RICHARD P. TOWNE

18      By: Richard P. Towne

19      Richard P. Towne, Esq.  
20      Attorneys for Reach & Associates, PA  
21      and Bird & Associates, PC

22      Dated: June 21, 2007

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

23      By: David A. French

24      David A. French, Esq.  
25      Attorneys for Polymer Global Holdings, Inc.,  
26      as successor to Imperial Rubber Holdings, Inc.,  
27      F. Tayton Dencer, Imperial Rubber Industries,  
28      Inc., Imperial Rubber Development Co., Inc.,

STIPULATION PURSUANT TO SETTLEMENT; CASE NO. CV-02-6127 DSP (VKbx)

1  
2 Imperial Rubber of Indiana, Inc., and Imperial  
3 Rubber Holdings, Inc.  
4  
5  
6

7 ORDER  
8

9 GOOD CAUSE APPEARING THEREFOR, IT IS SO ORDERED.  
10

11 Dated: June 9/4, 2007



12 HONORABLE DALE S. FISCHER  
13 UNITED STATES DISTRICT JUDGE  
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STIPULATION PURSUANT TO SETTLEMENT, CASE NO. CV-02-6127 DSF (VKBx)